

EXHIBIT 2

Resolution Regarding Life Insurance and Use Of Life Insurance Proceeds

The Members of Fairshare Solutions, LLC (the "Company") on this 4th day of June, 2024 do unanimously agree and resolve as follows:

Insured: Harry Van Sciver
Death Benefit: \$1,000,000
Policy: TransAmerica Policy Number 6601010704
Term & Payment: 10-Year Level Premium - \$3,210 through Year 2031

Primary Beneficiary: Fairshare Solutions, LLC ("Fairshare")
529 Seven Bridges Road, Suite 300
E. Stroudsburg, PA 18301

Policy Owner: Fairshare Solutions, LLC ("Fairshare")
529 Seven Bridges Road, Suite 300
E. Stroudsburg, PA 18301

Fairshare will pay all of the above premiums as and when due, and maintain the policies in good standing. The Insured will cooperate fully, as and when needed. Following death of the Insured and its receipt of any Death Benefit ("Insurance Proceeds"), Fairshare will, in the following order:

- 1st Pay all amount(s) that Fairshare owes at that time, if any, to Whitebriar Financial Corporation ("WFC"), including but not limited to loans, notes and consulting fees; and then
- 2nd After deducting amounts (if any) owing to Fairshare at that time by Harry Van Sciver or his estate, Fairshare will then pay to the estate of Harry Van Sciver all amount(s) (if any) that Fairshare owes to Harry Van Sciver or his estate, including but not limited to salaries, dividends, distributions, loans, notes or consulting fees; and then
- 3rd Pay any remaining balance of the Insurance Proceeds to Margaret Van Sciver, or to any nominee of Margaret Van Sciver (including but not limited to the estate of Harry Van Sciver), at the sole and complete discretion of Margaret Van Sciver.

In consideration for full payment of the items enumerated above, Margaret Van Sciver and/or the estate of Harry Van Sciver then shall release all interests in or to Fairshare back to Fairshare, including all equity in Fairshare which was owned by Harry Van Sciver during his lifetime. It is the present expectation of the Members executing this Resolution that completion of all the aforementioned, together with payment of the \$1,000,000 as set forth hereinabove, would then make Dennis F. Rogers or his nominee the sole owner of the Company. Notwithstanding the foregoing, the parties acknowledge that Fairshare may increase in value and/or that this Resolution may be modified or terminated in the future by a majority vote of the members.

Insured: Dennis F. Rogers
Death Benefit: \$400,000
Policy: New York Life Policy Number 47 693 571
Term & Payment: Level Premium - \$387.80 per month through Year 2026

Primary Beneficiary: Fairshare Solutions, LLC ("Fairshare")
529 Seven Bridges Road, Suite 300
E. Stroudsburg, PA 18301

Policy Owner: Fairshare Solutions, LLC ("Fairshare")
529 Seven Bridges Road, Suite 300
E. Stroudsburg, PA 18301

Fairshare will pay the above premiums as and when due, and maintain the policies in good standing. The Insured will cooperate fully, as and when needed. Following death of the Insured and its receipt of the Death Benefit ("Insurance Proceeds"), Fairshare will, in the following order:

- 1st Pay all amount(s) that Fairshare owes at that time, if any, to Whitebriar Financial Corporation ("WFC"), including but not limited to loans, notes and consulting fees.*
- 2nd After deducting amounts (if any) owing at that time to Fairshare by Dennis F. Rogers or his estate, Fairshare will then pay to the estate of Dennis F. Rogers all amount(s) (if any) that Fairshare owes to Dennis F. Rogers or his estate, including but not limited to salaries, dividends, distributions, loans, notes or consulting fees.*
- 3rd Pay any remaining balance of the Insurance Proceeds to Julie A. Rogers, or to any nominee of Julie A. Rogers (including but not limited to the estate of Dennis F. Rogers), at the sole and complete discretion of Julie A. Rogers.*

In consideration for full payment of the items enumerated above, Julie A. Rogers shall release (or shall cause the estate of Dennis F. Rogers to release) all interests in or to Fairshare back to Fairshare, including all equity in Fairshare which was owned by Dennis F. Rogers during his lifetime. It is the present expectation of the Members executing this Resolution that completion of all the aforementioned, together with payment of the \$400,000 as set forth hereinabove, would then make Harry Van Sciver or his nominee the sole owner of the Company. Notwithstanding the foregoing, the parties acknowledge that Fairshare may increase in value and/or that this Resolution may be modified or terminated in the future by a majority vote of the members.

It is the express and unanimous intent of the parties executing this Resolution and the parties attesting to it, that no beneficiary of or interested party in or under this Resolution ever shall contest it. It is also the express and unanimous intent of the parties executing this Resolution and the parties attesting to it that this Resolution, if and as modified and unless terminated, shall be binding upon the heirs of Margaret Van Sciver and Julie A Rogers, respectively, should

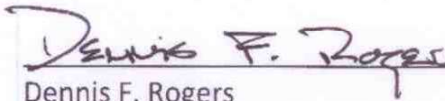
either predecease an Insured. Accordingly, and in complete agreement therewith, Margaret Van Sciver and Julie A. Rogers each have acknowledged this Resolution and witnessed the execution thereof by both of the Members and by each other.

Unanimously Voted and Agreed on the date first written above.

Members:

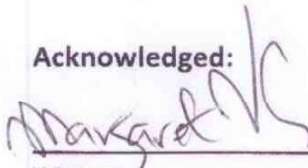


Harry Van Sciver

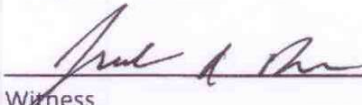


Dennis F. Rogers

Acknowledged:



Witness Date
Margaret Van Sciver 6-7-2021



Witness Date
Julie A. Rogers 5-9-21